

**GOVERNMENT TO GOVERNMENT AGREEMENT BETWEEN  
THE TULALIP INDIAN TRIBES  
AND  
THE CITY OF SEATTLE**

**GUIDING PRINCIPLES**

This government-to-government agreement (hereinafter referred to as "Agreement") dated \_\_\_\_\_, is executed between the Tulalip Indian Tribes (hereinafter referred to as "the Tribes") and the City of Seattle (hereinafter referred to as "the City") in order to better achieve mutual goals through an improved relationship between sovereign governments. This Agreement provides a framework for strengthening the government-to-government relationship that exists and implementation procedures to ensure execution of that relationship.

The Parties to this Agreement respect the sovereignty of the other. The respective sovereignty of federally recognized Tribes and the City provide authority for that party to exist and to govern. The Parties share respect for the values and culture represented by the Tribal government and desire an agreement between the City and the Tribes reflecting a full government-to-government relationship and will work in good faith to achieve the goals of such an agreement.

**PARTIES**

The Tribes are a federally recognized Indian tribe located on the Tulalip Indian Reservation (hereinafter referred to as "the Reservation") in Snohomish County, Washington. The Tribe is the successor to tribes or bands which were parties to the Treaty of Point Elliott. The Tribes have a vital interest in, and responsibility for, the planning and protection of the public health, safety, economic welfare, and resource management needs and interests of their members, the residents of the Reservation and the Reservation itself.

The City is a municipal corporation in the State of Washington. The City has a vital interest in, and responsibility for, the planning and protection of the public health, safety, economic welfare, and resource management needs and interests of its residents. As a regional water supplier and a provider of electricity, the City also has long-term contractual obligations to the broader regional population to provide water and energy resources.

## GOALS

This Agreement is a testament to the commitment by the Parties to strengthen their government-to-government relationship. This relationship respects the sovereign status of the parties, enhances and improves communications between them, and seeks to facilitate the resolution of issues.

This Agreement intends to implement procedures to strengthen the government-to-government relationship. This Agreement also provides a foundation for subsequent agreements between the parties of a more specific nature which outline specific tasks to address or resolve specific issues.

The Parties recognize the contributions, both unique to and shared by the Parties, that each make to a broad cultural, economic, and historical heritage. Better communication and more systematic opportunities to work and celebrate together are understood by both Parties to further basic goals of a regional community such as promoting respect for different cultures, linking people to their heritage, fostering a sense of place, deepening community pride, encouraging civility, fostering empathy, and offering hope for the future.

The Parties acknowledge that certain of the actions on the part of the City have the potential to affect the region as a whole, particularly those actions related to watersheds and drainage basins which can have positive or adverse impacts on the environment, specifically water quality, fisheries, wildlife, and other resources.

The Parties recognize that the Tribe has a vital economic, cultural, and/or spiritual interest which may be affected by City activities including those associated with operations of City-owned utilities.

The Parties acknowledge that success in achieving their respective goals, responsibilities, and interests can be significantly affected by the actions of the other, and it is therefore in the interests of both parties to establish a process that facilitates cooperation between the parties, and provides methods for better communication, continued education, and resolution of various issues.

The parties recognize that implementation of this Agreement will require educational efforts to promote understanding of the government-to-government relationship within their respective organizations and with the public.

## IMPLEMENTATION PROCEDURES

This Agreement addresses the relationship between the Parties, its ultimate purpose being to improve communication and mutual understanding so that people are better served by decisions made by these governments.

### PROVISIONS AND DUTIES OF INTERGOVERNMENTAL COMMITTEE

**Formation:** The Tribes and the City agree to form an Intergovernmental Committee to be comprised of elected officials, or their designated representatives, of the parties. The Tribes and the City recognize this Intergovernmental Committee as the appropriate forum for discussion and resolution of issues. It will be the Intergovernmental Committee's responsibility to draft specific agreements for their respective governments' action that outline actions, initiatives, and/or policies to address and/or resolve issues of mutual concern. The Intergovernmental Committee shall be formed and conduct its first meeting within sixty (60) days of the date of the execution of this Agreement.

**Membership:** The Intergovernmental Committee shall include up to three (3) elected officials of the Tribes, or their designees, and up to three (3) elected officials of the City, or their designees. The Committee members will be selected and subject to removal and replacement by their respective governments.

**Meetings:** The Intergovernmental Committee shall meet once annually. The Intergovernmental Committee may opt by mutual agreement to alter the frequency of meetings as circumstances warrant. The Intergovernmental Committee shall be co-chaired by an elected official from each Party. The Tribes and the City will each appoint a co-chair at the Intergovernmental Committee's first meeting. These co-chairs may be replaced by their appointing government at any time. The co-chairs and their designees and/or staff will be responsible for setting meeting dates and places, developing agendas, and producing and distributing any materials required for meetings. The meetings will be conducted at a mutually agreed upon location. At least two representatives of each party must be present for an Intergovernmental Committee action to be considered valid. Minutes of meetings shall be taken and reviewed by each party for amendments. The responsibility for taking, transcribing, and distributing minutes shall be decided by the Intergovernmental Committee.

**Scope of Issues:** Matters brought before the Intergovernmental Committee will be issues of intergovernmental interest to the Tribes and the City and may include, but are not limited to matters such as environmental protection, cultural events, fisheries, and habitat restoration. The Intergovernmental Committee will decide based on mutual agreement whether it will address a particular matter.

**Decision-Making:** The Intergovernmental Committee shall have wide flexibility in the manner in which matters before the Intergovernmental Committee are handled. Both Parties agree to attempt to achieve consensus on matters requiring action. The Tribes and the City shall each have one vote on matters concerning the Agreement. The Intergovernmental Committee need not, but may, elect to facilitate its discussions by a qualified and neutral individual who is jointly selected, equally paid by, and agreeable to both parties.

**Technical Subcommittees:** The Intergovernmental Committee may elect to delegate specific technical issues to subcommittees for information gathering, study, and/or analysis prior to the Intergovernmental Committee reaching agreement on an issue. The composition, scope, and responsibilities of the subcommittees will be determined by mutual agreement of the Intergovernmental Committee at the time of its decision for the need for such a subcommittee.

**Dispute Resolution:** The Tribes and the City intend that the commitments made in this Agreement should be subject to the establishment of effective and mutually agreed upon dispute resolution methods. In the event of misunderstanding or dispute between the Parties concerning this Agreement, the Intergovernmental Committee shall make a good faith effort to resolve the conflict. If the dispute is not resolved within ninety (90) days, either party may request mediation. Mediation shall be commenced by the Party requesting it and that party shall notify the other in writing of its request for mediation. The Parties shall mutually agree on the mediator. Mediation shall continue for no more than one hundred twenty (120) days at which point the mediation shall be deemed failed, unless the Parties agree to extend the time or the parties have reached an agreement and have had such agreement approved by the Parties' governing councils. Each Party shall bear its own costs of mediation.

**Amendment Procedures:** The provisions of this Agreement may be amended by mutual written agreement of the Parties duly executed by the lawfully authorized officers or officials of each Party.

**Notices:** All notices given pursuant to this Agreement shall be by first class mail, postage prepaid, to the following:

For City of Seattle:

Mayor  
City of Seattle  
600 Fourth Avenue  
Seattle, WA 98104

For Tulalip Indian Tribes:

Chairperson  
Tulalip Indian Tribes  
6700 Totem Beach Road  
Marysville, WA 98271

## SOVEREIGNTY AND DISCLAIMERS

Each of the Parties respect the sovereignty of the other. In executing this Agreement, no Party waives any rights, including treaty rights, immunities, or jurisdiction. This Agreement does not diminish any rights or protections; rather, it seeks to strengthen a collective ability to successfully resolve issues of mutual concern.

While the relationship described in this Agreement provides increased ability to solve problems, it is not expected to resolve all issues. Inherent in the relationship is the right of each of the parties to elevate an issue of importance to any decision-making authority of another party.

## TERMINATION OF AGREEMENT

Either party may terminate this Agreement upon one hundred and twenty (120) days written notice. Termination of the Agreement shall not terminate, nor be construed as terminating, any other agreements reached by the Parties prior to the termination date of this Agreement. Such prior agreements shall survive the termination of this Agreement and shall be binding on both parties and their successors.

## EFFECTIVE DATE

This Agreement shall become effective upon signature by the Parties below, the agreement having been approved; and Mayor authorized to sign, by City Council ordinance.

THE CITY OF SEATTLE

TULALIP INDIAN TRIBES

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Paul Schell  
Mayor  
City of Seattle

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Stanley G. Jones, Sr.  
Chairperson  
Tulalip Indian Tribes